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Attorney Docket No.: 231349US-33

TTAB



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE THE  
TRADEMARK TRIAL AND APPEAL BOARD**

\_\_\_\_\_  
GO NETWORKS, INC., )  
 )  
Opposer, )  
 )  
v. )  
 )  
KONAMI CORPORATION, )  
 )  
Applicant. )  
\_\_\_\_\_ )

Opposition No. 91/153,578  
Appln. Serial No.: 76/074,595



10-07-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #78

**NOTICE OF FILING STIPULATED PROTECTIVE ORDER**

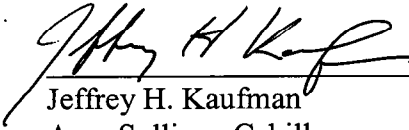
Applicant, Konami Corporation, tenders herewith a Stipulated Protective Order for entry in the above proceeding.

Applicant states that the Stipulated Protective Order, which has been signed by the parties and their respective counsel of record, is intended to prevent the disclosure of confidential, proprietary information of the type contemplated by Rule 26(c), Fed. R. Civ. P., and Trademark Rule 2.120(f).

Accordingly, Applicant asks that the tendered Stipulated Protective Order be entered in the above proceeding.

Respectfully submitted,

KONAMI CORPORATION



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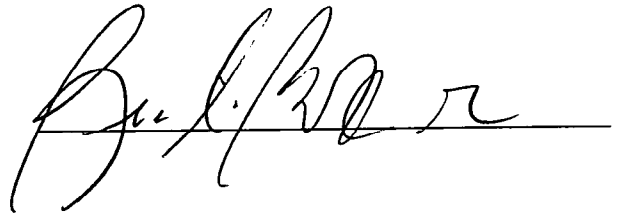
Dated: October 7, 2003

JHK/ASC/tmq {I:\ATTY\JHK\KONAMI\FILINGS\1394-231349US-NOT.DOC}

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing **NOTICE OF FILING STIPULATED PROTECTIVE ORDER** was served on counsel for Opposer, this 7 day of October 2003, by sending same via First Class Mail, postage prepaid, to:

William M. Ried  
Natasha Snitkovsky  
WILLKIE FARR & GALLAGHER  
787 Seventh Avenue  
New York, New York 10019-6099

A handwritten signature in black ink, appearing to read "W. M. Ried", is written over a horizontal line.

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**  
**BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

UGO NETWORKS, INC., )

Opposer, )

v. )

KONAMI CORPORATION, )

Applicant. )

Opposition No. 153,578

U.S. Appln. Serial No. 76/074,595

**STIPULATED PROTECTIVE ORDER**

10-07-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #78

Pursuant to Rule 26(c), Fed.R.Civ.P., and Trademark Rule 2.120(f),

IT IS HEREBY ORDERED, that if, in the course of this proceeding, either party has the occasion to disclose information deemed by such party to constitute confidential, proprietary information of the type contemplated by Rule 26(c), Fed.R.Civ.P., and Trademark Rule 2.120(f), the following procedures shall be employed and the following restrictions shall govern:

1. Any documents, answers to interrogatories, or document requests, deposition transcripts, or portions thereof, responses to requests for admissions, or any other material or portions thereof (hereinafter "Material") provided by either party to the other party during the pendency of this proceeding may be designated and marked, in whole or in part, "Confidential" by counsel for the party producing such Material, at the time of its production.

2. To the extent that Material is so marked Confidential, such Material shall only be revealed to or used by Qualified Persons as provided for in paragraph 3 hereof and shall not be communicated in any manner, either directly or indirectly, to any person or entity not permitted to receive disclosure of Confidential Material pursuant to this Protective Order. Any copies of

such Material, abstracts, summaries, or information derived therefrom, and any notes or other records regarding the contents thereof, shall also be deemed Confidential and the same terms regarding confidentiality of these materials shall apply as to the originals, and shall thereafter be referred to as "Confidential Material." Such Confidential Material shall be used only for purposes directly related to this proceeding, and for no other purpose whatsoever.

3. As used herein, the term "Qualified Persons" means:

(a) The following counsel for the parties, including said counsels' associate attorneys, legal assistants, paralegals and secretarial and clerical employees (including shorthand reporters):

(i) For Applicant: The firm of Oblon, Spivak, McClelland, Maier & Neustadt, P.C.,

(ii) For Opposer: The firm of Willkie Farr & Gallagher.

(b) Any independent experts not in the personal employ, regularly retained, or otherwise related to Opposer or Applicant, who have been employed or retained by a party or its attorney in connection with this action, may be given access to Confidential Material, for purposes directly related to this proceeding, and for no other purpose whatsoever, ten (10) days following opposing counsel's receipt of:

(i) the expert's executed Confidential Undertaking, in the following form:

The undersigned has read the Stipulated Protective Order entered in this proceeding pursuant to Rule 26(c), Fed.R.Civ.P., and Trademark Rule 2.120(f), and confirms: (1) that he/she shall fully abide by the terms thereof; (2) that he/she shall not disclose the Confidential Material to or discuss the Confidential Material with any person who is not authorized pursuant to the terms of said Protective Order to receive the disclosure thereof; and (3) that he/she shall not use such Confidential Material for any purpose other than for the purposes of this proceeding;

(ii) a list of expert's prior experience and current affiliation;

and provided that opposing counsel has not objected in writing within the ten-day period to the expert's having access to Confidential Material.

4. Counsel in receipt of Confidential material from the other party shall notify counsel for the party of the disclosure of such Confidential Material to such Qualified Persons as designated in subsection (b) of paragraph 3 of this Protective Order. Each person designated and qualified in subsection (b) of paragraph 3 shall, in turn, hold such Confidential Material in confidence pursuant to the terms of this Protective Order.

5. Acceptance by a party of any information, document, or thing designated as Confidential shall not constitute a concession that the information, document or thing is confidential. Either party may contest a claim of confidentiality. In the event that the receiving party disagrees with the designation and marking by any producing party of any material as Confidential, the parties shall first try to resolve such dispute on an informal basis. If agreement cannot be reached between counsel, such dispute shall be presented to the Trademark Trial and Appeal Board for resolution.

6. The production of any information, document, or thing designated as Confidential shall not constitute a waiver of any objection counsel for the producing party may have to the use of such information, document, or thing in this action and shall not be construed as a concession

by the producing party that such information is relevant or material to any issue or constitutes admissible evidence.

7. The subject matter of all depositions given in connection with this action and the original and all copies of the transcripts of any such depositions shall be deemed to come within the term Confidential Material referred to in paragraph 2 of this Protective Order for a period ending twenty (20) working days after the transcript is received by the deponent's counsel. If testimony concerning Confidential Material is elicited at a deposition, counsel for either party may request that a designated portion of the transcript be treated as Confidential under this Protective Order. The stenographic reporter shall place the confidential testimony in a separately bound transcript marked CONFIDENTIAL, with page numbers corresponding to blank pages left in the deponent's non-confidential deposition transcript. Alternatively, on or before the twentieth (20<sup>th</sup>) working day after any such transcript is received by the deponent's counsel, such transcript may be designated and marked, in whole or in part, "Confidential" by counsel for the disclosing party, and the portions of the transcript(s) of the deposition(s) so marked shall be subject to the provisions of this Protective Order.

8. Where a discovery response, document, deposition transcript, or other tangible thing to be produced contains portions which have been designated Confidential, such Confidential Material shall be deleted therefrom before disclosing such Material to any person other than Qualified Persons as designated in paragraph 3.

9. Deletions made from any Material in accordance with the terms of this Protective Order shall not affect the admissibility of any such Material in evidence in this proceeding.

10. If Confidential Material is to be made of record in this proceeding, it shall be submitted to the Board in a separate sealed envelope or other sealed container bearing the

caption of this proceeding, the opposition number, and an indication of the general nature of the contents of the envelope or container, and, in large letters, the designation "CONFIDENTIAL, SUBJECT TO PROTECTIVE ORDER."

11. After this proceeding is finally completed, including all appeals, counsel for all parties shall return to the producing party or destroy all Confidential Materials and copies thereof. Such return or destruction shall be accompanied by a declaration by counsel that the material returned constitutes all existing copies not destroyed to the best of his or her knowledge.

SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

TRADEMARK TRIAL AND  
APPEAL BOARD

AGREED AS TO FORM AND SUBSTANCE:

UGO NETWORKS, INC.  
By: [Signature]  
Name: Tom T. Moses  
Title: President & CEO  
Date: Sept 18, 2003

KONAMI CORPORATION  
By: [Signature]  
Name: Shigeo Niwa  
Title: Executive Officer  
Date: 9/29/2003

WILLKIE FARR & GALLAGHER

By: [Signature]  
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(212) 728-8000

OBLON, SPIVAK, McCLELLAND,  
MAIER & NEUSTADT, P.C.

By: [Signature]  
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Alexandria, VA 22314  
(703) 413-3000

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